

MANDATORY FORM PLAN (Revised 01/22/2018)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION at COLUMBUS

In re Kyle Moreo) Case No. 16-50132
Stacie Moreo)
) Chapter 13
) Judge C. Kathryn Preston
Debtor(s)

CHAPTER 13 PLAN

1. NOTICES

The Debtor has filed a case under chapter 13 of the Bankruptcy Code. A notice of the case (Official Form 309I) will be sent separately.

This is the Mandatory Form Chapter 13 Plan adopted in this District. Local Bankruptcy Rule ("LBR") 3015-1. "Debtor" means either a single debtor or joint debtors as applicable. "Trustee" means Chapter 13 Trustee. Section "§" numbers refer to sections of Title 11 of the United States Bankruptcy Code. "Rule" refers to the Federal Rules of Bankruptcy Procedure.

Unless otherwise checked below, the Debtor is eligible for a discharge under § 1328(f).

- ☐ Debtor _____ is **not eligible** for a discharge.
☐ Joint Debtor _____ is **not eligible** for a discharge.

☒ **Initial Plan**

☐ **Amended Plan** The filing of this Amended Plan shall supersede any previously filed Plan or Amended Plan and must be served on the Trustee, the United States trustee and all adversely affected parties. If the Amended Plan adversely affects any party, the Amended Plan shall be accompanied by the twenty-one (21) day notice. Rule 2002(a)(9). Any changes (additions or deletions) from the previously filed Plan or Amended Plan must be clearly reflected in bold, italics, strike-through or otherwise in the Amended Plan filed with the Court. LBR 3015-2(a)(1).

If an item is not checked, the provision will be ineffective if set out later in the Plan.

☒ **This Plan contains nonstandard provisions in Paragraph 13.**

- ☐ **The Debtor proposes to limit the amount of a secured claim based on the value of the collateral securing the claim. See Paragraph(s) 5.1.2 and/or 5.1.4.**
☐ **The Debtor proposes to eliminate or avoid a security interest or lien. See Paragraph(s) 5.4.1 and/or, 5.4.2 and 5.4.3.**

NOTICES TO CREDITORS: You should read this Plan carefully, including Paragraph 13 (Nonstandard Provisions), and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. Except as otherwise specifically provided, upon confirmation, you will be bound by the terms of this Plan. Your claim may be reduced, modified, or eliminated. The Court may confirm this Plan if no timely objection to confirmation is filed.

2. PLAN PAYMENT AND LENGTH

2.1 Plan Payment. The Debtor shall pay to the Trustee the amount of \$ _____ per month. [Enter step payments below, if any.] The Debtor shall commence payments within thirty (30) days of the petition date.

2.1.1 Step Payments, if any: \$500.00 per month for 2 months, then \$1528.00 per month for balance of the plan.

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2.2 Unsecured Percentage

☒ **Percentage Plan.** Subject to Paragraph 2.3, this Plan will not complete earlier than the payment of 25 % on each allowed nonpriority unsecured claim.

☐ **Pot Plan.** Subject to Paragraph 2.3, the total amount to be paid by the Debtor to the Trustee is \$ _____. Assuming all claims are filed as scheduled or estimated by the Debtor, payment on each allowed nonpriority unsecured claim is estimated to be no less than _____ %. LBR 3015-1(c)(2).

2.3 Means Test Determination

☐ **Below Median Income.** Unless the allowed nonpriority unsecured claims are paid 100%, the projected length of the plan must be a minimum of thirty-six (36) months but not to exceed sixty (60) months.

☒ **Above Median Income.** Unless the allowed nonpriority unsecured claims are paid 100%, the projected length of the Plan must be sixty (60) months.

3. PRE-CONFIRMATION LEASE PAYMENTS AND/OR ADEQUATE PROTECTION PAYMENTS

Pre-confirmation personal property lease payments governed by § 1326(a)(1)(B) shall be made as part of the total plan payment to the Trustee. LBR 3070-1(a). Pre-confirmation adequate protection payments governed by § 1326(a)(1)(C) shall be made as part of the total plan payment to the Trustee. LBR 3070-1(b). The lessor/secured creditor must file a proof of claim to receive payment. LBR 3070-1(a) and (b).

| | Name of Lessor/Secured Creditor | Property Description | Monthly Payment Amount | |
|--|---------------------------------|----------------------|------------------------|--|
| | GM Financial | 2013 Ford Fusion | \$99 | |
| | Prestige Financial | 2013 Ford Fusion | \$113 | |

4. SECURED CLAIMS: TREATMENT, TIMING AND SERVICE REQUIREMENTS

4.1 Non-Governmental Unit Secured Claims. The Debtor may propose to limit the amount of a secured claim based on the value of the collateral securing the claim by the procedure proposed in Paragraphs 5.1.2 and 5.1.4. Further, the Debtor may propose to eliminate or avoid a security interest or lien by the procedure proposed in Paragraphs 5.4.1, 5.4.2 and 5.4.3. If the Debtor proposes to seek any of the above-stated relief by way of motion or claim objection, the motion or claim objection must be filed on or before the § 341 meeting of creditors or the confirmation hearing may be delayed. If a judicial lien or nonpossessory, nonpurchase-money security interest is discovered after confirmation of the Plan, a motion to avoid the judicial lien or security interest may be promptly filed after it is discovered.

4.2 Governmental Unit Secured Claims. A request to determine the amount of the secured claim of a governmental unit or to modify and eliminate the secured claim of a governmental unit may be made **only** by motion or claim objection. Rule 3012(c). Any motion or claim objection that includes a request to determine the amount of the secured claim of a governmental unit (including any such motion or claim objection that also includes a request to determine the amount of the secured claim of a non-governmental entity) may be filed **only** after the governmental unit files a proof of claim or after the time for filing one has expired. Rule 3012, advisory committee note (2017 Amendments).

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- 4.3 Service Requirements. If the Debtor proposes to seek relief under Paragraphs 5.1.2, 5.1.4, 5.4.1, 5.4.2, or 5.4.3, the motion, Plan or claim objection, as applicable, must be served in the manner provided by Rule 7004 for service of a summons and complaint. Rule 3007(a)(2), Rule 3012(b), Rule 4003(d) and General Order 22-2.
- 4.4 Retention of Lien. The holder of any claim listed in Paragraphs 5.1.2, 5.1.4 and 5.4.1 will retain its lien on the property interest of the Debtor or the Debtor's estate until the earlier of --(a) payment of the underlying debt determined under nonbankruptcy law, (b) discharge of the underlying debt under 11 U.S.C. § 1328, or (c) completion of the Plan --at which time the lien will terminate and be released by the creditor

5. PAYMENTS TO CREDITORS

SUMMARY OF PAYMENTS BY CLASS

| Class | Definition | Payment/Distribution by Trustee |
|---------|---|---|
| Class 1 | Claims with Designated Specific Monthly Payments | Paid first in the monthly payment amount designated in the Plan |
| Class 2 | Secured Claims with No Designated Specific Monthly Payments and Domestic Support Obligations (Arrearages) | Paid second and pro rata with other Class 2 claims |
| Class 3 | Priority Claims | Paid third and pro rata with other Class 3 claims |
| Class 4 | Nonpriority Unsecured Claims | Paid fourth and pro rata with other Class 4 claims |
| Class 5 | Claims Paid by a Non-Filing Co-Debtor or Third Party | Not applicable |
| Class 6 | Claims Paid by the Debtor | Not applicable |

Except as provided in Paragraph 3, the Trustee shall begin making distributions upon confirmation. To the extent funds are available, the maximum number of Classes may receive distributions concurrently. Notwithstanding the above, the Trustee is authorized within the Trustee's discretion to calculate the amount and timing of distributions as is administratively efficient.

5.1 CLASS 1 - CLAIMS WITH DESIGNATED SPECIFIC MONTHLY PAYMENTS

The following Class 1 claims shall be paid first in the monthly payment amount designated below. The plan payment is calculated in an amount that is sufficient for the Trustee to make a full monthly distribution on all Class 1 claims plus the statutory Trustee fee. If the Debtor makes a payment that is less than the full plan payment amount, the Trustee will make distributions on Class 1 claims in the order of priority set forth in the Bankruptcy Code.

5.1.1 Maintenance of Regular Mortgage Payments

Regular mortgage payments shall be calculated for payment starting the month after the filing of the petition. Arrearages shall be paid as Class 2 claims.

Trustee disburse.

| | Name of Creditor | Property Address | Residence (Y/N) | Monthly Payment Amount | |
|--|------------------|------------------|-----------------|------------------------|--|
| | | | | \$ | |

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Debtor direct pay. Unless otherwise ordered by the Court, regular monthly mortgage payments may only be paid directly by the Debtor if the mortgage is current as of the petition date. LBR 3015-1(e)(1).

| | Name of Creditor | Property Address | Residence (Y/N) | Monthly Payment Amount | |
|--|------------------|------------------|-----------------|------------------------|--|
| | | | | \$ | |

5.1.2 Modified Mortgages or Liens Secured by Real Property ["Cramdown/Real Property"]

The following claims are subject to modification as (1) claims secured by real property that is not the Debtor's principal residence, (2) claims secured by other assets in addition to the Debtor's principal residence, or (3) claims for which the last payment on the original payment schedule for a claim secured only by a security interest in real property that is the Debtor's principal residence is due before the date on which the final payment under the plan is due. 11 U.S.C. §§ 1322(b)(2), (c)(2). To the extent that a claim is in excess of the value of the property, the balance in excess of the value of the property shall be treated as a Class 4 nonpriority unsecured claim. See Paragraph 4 for more information.

| | Name of Creditor / Procedure | Property Address | Value of Property | Interest Rate | Minimum Monthly Payment | |
|--|--|------------------|-------------------|---------------|-------------------------|--|
| | (Creditor) <input type="checkbox"/> Motion <input type="checkbox"/> Plan <input type="checkbox"/> Claim Objection | | \$ | % | \$ | |

5.1.3 Claims Secured by Personal Property for Which § 506 Determination is Not Applicable ["910 Claims/Personal Property"]

The following claims are secured by a purchase money security interest in either (1) a motor vehicle acquired for the Debtor's personal use within 910 days of the petition date or (2) personal property acquired within one year of the petition date. The proof of claim amount will control, subject to the claims objection process.

| | Name of Creditor | Property Description | Purchase Date | Estimated Claim Amount | Interest Rate | Minimum Monthly Payment Including Interest | |
|--|------------------|----------------------|---------------|------------------------|---------------|--|--|
| | | | | \$ | % | \$ | |

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**5.1.4 Claims Secured by Personal Property for Which § 506 Determination is Applicable
[“Cramdown/Personal Property”]**

The following claims are secured by personal property not described above in Paragraph 5.1.3. To the extent that a claim is in excess of the value of the property, the balance in excess of the value of the property shall be treated as a Class 4 nonpriority unsecured claim. See Paragraph 4 for more information.

| | Name of Creditor / Procedure | Property Description | Purchase/ Transaction Date | Value of Property | Interest Rate | Minimum Monthly Payment Including Interest | |
|--|---|---------------------------------|----------------------------|-------------------|---------------|--|--|
| | GM <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Plan <input type="checkbox"/> Claim Objection | 2013 Ford Fusion purchased used | 7/18/2015 | \$6,000 | 5% | \$99 | |
| | Prestige Financial <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Plan <input type="checkbox"/> Claim Objection | 2013 Ford Fusion purchased used | 10/22/2014 | \$6,500 | 5% | \$113 | |

5.1.5 Domestic Support Obligations (On-Going) - Priority Claims under § 507(a)(1)

If neither box is checked, then presumed to be none.

☐ **Trustee disburse**

☐ **Debtor direct pay**

The name of any holder of any domestic support obligation as defined in § 101(14A) shall be listed below. If the Debtor becomes subject to a domestic support obligation during the Plan term, the Debtor shall notify his or her attorney and the Trustee.

| | Name of Holder | State Child Support Enforcement Agency, if any | Monthly Payment Amount | |
|--|----------------|--|------------------------|--|
| | | | \$ | |

5.1.6 Executory Contracts and Unexpired Leases

The Debtor rejects the following executory contracts and unexpired leases.

Notice to Creditor of Deadline to File Claim for Rejection Damages:

A proof of claim for rejection damages must be filed by the creditor within seventy (70) days from the date of confirmation of the Plan. Rule 3002(c)(4). Such claim shall be treated as a Class 4 nonpriority unsecured claim.

| | Name of Creditor | Property Description | |
|--|------------------|----------------------|--|
| | | | |

The Debtor assumes the following executory contracts and unexpired leases. Unless otherwise ordered by the Court, all motor vehicle lease payments shall be made by the Trustee. LBR 3015-1(d)(2). Any prepetition arrearage shall be cured in monthly payments prior to the expiration of the executory contract or unexpired lease. The Debtor may not incur debt to exercise an option to purchase without obtaining Trustee or Court approval. LBR 4001-3.

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Trustee disburse.

| | Name of Creditor | Property Description | Regular Number of Payments Remaining as of Petition Date | Monthly Contract/Lease Payment | Estimated Arrearage as of Petition Date | Contract/Lease Termination Date | |
|--|------------------|----------------------|--|--------------------------------|---|---------------------------------|--|
| | | | | \$ | \$ | | |

Debtor direct pay.

| | Name of Creditor | Property Description | Regular Number of Payments Remaining as of Petition Date | Monthly Contract/Lease Payment | Estimated Arrearage as of Petition Date | Contract/Lease Termination Date | |
|--|------------------|----------------------|--|--------------------------------|---|---------------------------------|--|
| | | | | \$ | \$ | | |

5.1.7 Administrative Claims

The following claims are administrative claims. Unless otherwise ordered by the Court, requests for additional attorney fees beyond those set forth below will be paid after the attorney fees set forth below and in the same monthly amount as set forth below. LBR 2016-1(b).

| | Name of Claimant | Total Claim | Amount to be Disbursed by Trustee | Minimum Monthly Payment Amount | |
|--|------------------|-------------|-----------------------------------|--------------------------------|--|
| | Robin S. Stith | \$3,500 | \$2,750 | 200.00 | |

5.2 CLASS 2 - SECURED CLAIMS WITH NO DESIGNATED MONTHLY PAYMENTS AND DOMESTIC SUPPORT OBLIGATIONS (ARREARAGES)

5.2.1 Secured Claims with No Designated Monthly Payments

The following claims are secured claims with no designated monthly payments, including mortgage arrearages, certificates of judgment and tax liens. The proof of claim amount shall control, subject to the claims objection process. Class 2 claims shall be paid second and shall be paid pro rata with other Class 2 claims.

| | Name of Creditor | Estimated Amount of Claim | |
|--|------------------|---------------------------|--|
| | | \$ | |

5.2.2 Domestic Support Obligations (Arrearages) - Priority Claims under § 507(a)(1)

☐ **Trustee disburse**

☐ **Debtor direct pay**

The name of any holder of any domestic support obligation arrearage claim or claim assigned to or owed to a governmental unit and the estimated arrearage amount shall be listed below.

| | Name of Holder | State Child Support Enforcement Agency, if any | Estimated Arrearage | |
|--|----------------|--|---------------------|--|
| | | | \$ | |

5.3 CLASS 3 - PRIORITY CLAIMS

Unless otherwise provided for in § 1322(a), or the holder agrees to a different treatment, all priority claims under § 507(a) shall be paid in full in deferred cash payments. § 1322(a). Class 3 claims shall be paid third and shall be paid pro rata with other Class 3 claims.

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5.4 CLASS 4 - NONPRIORITY UNSECURED CLAIMS

Allowed nonpriority unsecured claims shall be paid a dividend as provided in Paragraph 2.2. Class 4 claims shall be paid fourth and shall be paid pro rata with other nonpriority Class 4 claims.

5.4.1 Wholly Unsecured Mortgages/Liens

The following mortgages/liens are wholly unsecured and may be modified and eliminated. See *In re Lane*, 280 F.3d 663 (6th Cir. 2002). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at www.ohsb.uscourts.gov.

| | | Name of Creditor / Procedure | Property Address | | | |
|---|--|------------------------------|---|-----|--|--|
| 1 | | (Creditor) | | | | |
| | <input type="checkbox"/> Motion <input type="checkbox"/> Plan | | | | | |
| | | Value of Property | SENIOR Mortgages/Liens (Amount/Lienholder) | | Amount of Wholly Unsecured Mortgage/Lien | |
| 1 | \$ | \$ | (Lienholder) | + | \$ | |
| | | | | X C | | |

5.4.2 Judicial Liens Impairing an Exemption in Real Property

The following judicial liens impair the Debtor's exemption in real property and may be avoided under § 522(f)(1) (A). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at www.ohsb.uscourts.gov.

| | | Name of Creditor / Procedure | Property Address | Value of Property | Exemption | |
|---|--|--|------------------|------------------------------|--|--|
| 1 | | (Creditor) | | \$ | \$ | |
| | <input type="checkbox"/> Motion <input type="checkbox"/> Plan | | | Debtor's Interest \$ | Statutory Basis \$ | |
| | | OTHER Liens or Mortgages (Amount/Lienholder Name) | | Judicial Lien | Amount of Judicial Lien to be Avoided | |
| 1 | \$ | (Lienholder) | + | \$ | \$ | |
| | | | X C | Recorded Date <div></div> | | |

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5.4.3 Nonpossessory, Nonpurchase-Money Security Interest in Exempt Property

The following nonpossessory, nonpurchase-money security interests impair the Debtor's exemption in personal property and may be avoided under § 522(f)(1)(B). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at www.ohsb.uscourts.gov.

| | Name of Creditor / Procedure | Property Description | Value of Property | Exemption | Amount of Security Interest to be Avoided | |
|--|--|----------------------|-------------------|-------------------------------------|---|--|
| | (Creditor) <input type="checkbox"/> Motion <input type="checkbox"/> Plan | | \$ | \$ Statutory Basis \$ | \$ Effective Upon: | |

5.4.4 Mortgages to be Avoided Under 11 U.S.C. § 544

The following debts secured by a mortgage will be paid as unsecured claims concurrent with other Class 4 claims. The Debtor or the Trustee shall file an adversary proceeding to determine whether the mortgage may be avoided. To the extent that the Trustee has standing to bring such action, standing is hereby assigned to the Debtor, provided a colorable claim exists that would benefit the estate.

| | Name of Creditor | Action to be Filed By | Address of Property | |
|--|------------------|---|---------------------|--|
| | | <input type="checkbox"/> Debtor <input type="checkbox"/> Trustee | | |

5.5 CLASS 5 - CLAIMS PAID BY A NON-FILING CO-DEBTOR OR THIRD PARTY

The following claims shall not be paid by the Trustee or the Debtor but shall be paid by a non-filing co-debtor or third party.

| | Name of Creditor | Name of Payor | |
|--|------------------|---------------|--|
| | | | |

5.6 CLASS 6 - CLAIMS PAID DIRECTLY BY THE DEBTOR

The following claims shall not be paid by the Trustee but shall be paid directly by the Debtor.

| | Name of Creditor | Monthly Payment Amount | |
|--|------------------|------------------------|--|
| | | \$ | |

6. SURRENDER OF PROPERTY

The Debtor elects to surrender to the creditor the following property that is collateral for the creditor's claim. Upon confirmation of the Plan, the stay under § 362(a) and, if applicable, § 1301(a) shall be terminated as to the surrendered property only. Rule 3015(g)(2).

| | Name of Creditor | Description of Property | |
|--|------------------|-------------------------|--|
| | | | |

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7. INTEREST RATE

Unless otherwise stipulated by the parties, ordered by the Court or provided for in this Plan and except for claims treated in paragraph 5.1.1, secured claims shall be paid interest at the annual percentage rate of 5 % based upon a declining monthly balance on the amount of the allowed secured claim. Interest is included in the monthly payment amount. *See Till v. SCS Credit Corp. (In re Till)*, 541 U.S. 465 (2004).

☐ **This is a solvent estate.** Unless otherwise provided, all nonpriority unsecured claims shall be paid in full with interest at _____ % from the date of confirmation. If this box is not checked, the estate is presumed to be insolvent.

8. FEDERAL INCOME TAX RETURNS AND REFUNDS

8.1 Federal Income Tax Returns

If requested by the Trustee, the Debtor shall provide the Trustee with a copy of each federal income tax return filed during the Plan term by April 30 of each year.

8.2 Federal Income Tax Refunds

Notwithstanding single/joint tax filing status, the Debtor may annually retain the greater of (1) any earned income tax credit and additional child tax credit or (2) \$3,000 of any federal income tax refund for maintenance and support pursuant to § 1325(b)(2) and shall turnover any balance in excess of such amount to the Trustee. Unless otherwise ordered by the Court, tax refunds turned over to the Trustee shall be distributed by the Trustee for the benefit of creditors. Any motion to retain a tax refund in excess of the amount set forth above shall be filed and served pursuant to LBR 9013-3(b).

9. OTHER DUTIES OF THE DEBTOR

9.1 Change of Address, Employment, Marital Status, or Child or Spousal Support Payments

The Debtor shall fully and timely disclose to the Trustee and file any appropriate notice, application or motion with the Court in the event of any change of the Debtor's address, employment, marital status, or child or spousal support payments.

9.2 Personal Injury, Workers Compensation, Buyout, Severance Package, Lottery Winning, Inheritance, or Any Other Amount

The Debtor shall keep the Trustee informed as to any claim for or expected receipt of money or property regarding personal injury, workers compensation, buyout, severance package, lottery winning, inheritance, or any other funds to which the Debtor may be entitled or becomes entitled to receive. Before the matter can be settled and any funds distributed, the Debtor shall comply with all requirements for filing applications or motions for settlement with the Court as may be required by the Bankruptcy Code, the Bankruptcy Rules or the Local Bankruptcy Rules. Unless otherwise ordered by the Court, these funds shall be distributed by the Trustee for the benefit of creditors.

9.3 Social Security

The Debtor shall keep the Trustee informed as to any claim for or expected receipt of social security funds.

10. INSURANCE

10.1 Insurance Information

As of the petition date, the Debtor's real and personal property is insured as follows.

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| | Property Address/ Description | Insurance Company | Policy Number | Full/Liability | Agent Name/Contact Information | |
|--|---------------------------------------|-------------------|--------------------|--------------------------------|-----------------------------------|--|
| | 2013 Ford Fusion, 2013 Ford Fusion | Safe Auto | OH015637 76A-00 | Collision and Comprehensive | Safe Auto 1-800-723-3288 | |

10.2 Casualty Loss Insurance Proceeds (Substitution of Collateral)

If a motor vehicle is deemed to be a total loss while there is still an unpaid claim secured by the motor vehicle, the Debtor shall have the option to use the insurance proceeds to either (1) pay off the balance of the secured claim through the Trustee if the secured creditor is a named loss payee on the policy or (2) upon order of the Court, substitute the collateral by purchasing a replacement motor vehicle. If a replacement motor vehicle is purchased, the motor vehicle shall have a value of not less than the balance of the unpaid secured claim, the Debtor shall ensure that the lien of the creditor is transferred to the replacement motor vehicle, and the Trustee shall continue to pay the allowed secured claim. Unless otherwise ordered by the Court, if any insurance proceeds remain after paying the secured creditor's claim, these funds shall be distributed by the Trustee for the benefit of creditors.

11. EFFECTIVE DATE OF THE PLAN

The effective date of the Plan is the date on which the order confirming the Plan is entered.

12. VESTING OF PROPERTY OF THE ESTATE

Unless checked below, property of the estate does not vest in the Debtor until the discharge is entered. The Debtor shall remain responsible for the preservation and protection of all property of the estate.

☐ Confirmation of the Plan vests all property of the estate in the Debtor in accordance with §§ 1327(b) and (c).

☐ Other _____

13. NONSTANDARD PROVISIONS

The nonstandard provisions listed below are restricted to those items applicable to the particular circumstances of the Debtor. Nonstandard provisions shall not contain a restatement of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules or the Mandatory Chapter 13 Form Plan. Any nonstandard provision placed elsewhere in this Plan is void and shall have no binding effect.

| | Nonstandard Provisions | |
|--|---|--|
| | Student loan debts owed to Federal Loan Service and to Federal Loan Servicing Credit are currently deferred. Debtors will notify Trustee/Court when the status of these loans change. Chapter 13 Trustee not to pay these debts through the Plan. | |

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By filing this Plan, the Debtor, if unrepresented by an attorney, or the Debtor's Attorney certifies that (1) the wording and order of provisions of this Plan are identical to those contained in the Mandatory Form Chapter 13 Plan adopted in this District and (2) this Plan contains no nonstandard provisions other than those set forth in Paragraph 13.

Debtor's Attorney

Date:01/23/19

/s/ Robin S. Stith

Robin S. Stith (0029028)

Law Offices of Robin S. Stith

13 E. Kossuth Street, Columbus, OH 43206

Ph: 614-445-6700

Fx: 614-445-6203

Robinstith@sbcglobal.net

Debtor

/s/ Kyle Moreo

Date:01/23/19

Joint Debtor

/s/ Stacie Moreo

Date:01/21/19

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NOTICE OF DEADLINE FOR OBJECTING TO PLAN CONFIRMATION

Debtor has filed a Chapter 13 Plan or an Amended Chapter 13 Plan (collectively, the "Plan").

Your rights may be affected. You should read the Plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you do not want the Court to confirm the Plan, you must file an objection to the Plan **within the later of:** 1) fourteen (14) days after the § 341 meeting of creditors is concluded; **OR** 2) twenty-one (21) days from the date set forth in the certificate of service of this Plan. If a timely objection to the Plan is filed within seven (7) days of the confirmation hearing date, the confirmation hearing will be rescheduled. Rule 3015(f).

Your objection to the Plan, explaining your position, must be filed with the Court and mailed by ordinary U.S. Mail to the United States Bankruptcy Court

170 North High Street, Columbus OH 43215

OR your attorney must file the objection using the Court's ECF System.

The Court must **receive** your objection on or before the applicable deadline above.

You must also send a copy of your objection either by 1) the Court's ECF System or by 2) ordinary U.S. Mail to:

Kyle and Stacie Moreo

Robin S. Stith, Esq.

Frank M. Pees, Chapter 13 Trustee

and the United States trustee.

If you or your attorney does not take these steps, the Court may decide that you do not oppose the terms of the Plan and may enter an order confirming the Plan without further hearing or notice.

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Certificate of Service

I hereby certify that a copy of the foregoing Plan was served (i) **electronically** on the date of filing through the court's ECF System on all ECF participants registered in this case at the email address registered with the Court and (ii) by **ordinary U.S. Mail** on 01/21/19 addressed to:

Acima
9815 S. Monroe Street, Floor 4
Sandy, UT 84070

Adena Health System
110 Vaughn Lane
Chillicothe, OH 45601

AEP Energy
c/o Hunter Warfield
4620 Woodland Corp. Blvd
Tampa, FL 33614

AEP Ohio
P.O. Box 24401
Canton, OH 44701

AES/PNC Bank
P.O. Box 61047
Harrisburg, PA 17106

American Express
c/o Firstsource
205 Bryant Woods South
Buffalo, NY 14228

American Express
P.O. Box 10396
Des Moines, IA 50306-0396

Attorney General of Ohio
30 E. Broad Street, 14th Floor
Columbus, OH 43215

Capital One
c/o Portfolio Recovery Assoc
120 Corporate Blvd., Suite 1
Norfolk, VA 23502

Capital One Bank
c/o Tate & Kirlin Assoc., Inc.
580 Middletown Blvd., Suite 240
Langhorne, PA 19047

Celtic Bank
c/o Trident Asset Management

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P.O. Box 888424
CO 80356

Central Ohio Surgical Associates
6057 E. Broad Street
Columbus, OH 43213

Charter Communications
c/o The CBE Group
P.O. Box 126
Waterloo, IA 50704

Choice Recovery
1550 Old Henderson Road
Columbus, OH 43220

City of Columbus Parking Violations Bur
2700 Impound Lot Road
Columbus, OH 43207

Diley Dental
7770 Diley Road
Canal Winchester, OH 43110

Diley Ridge Medical
7911 Diley Road
Canal Winchester, OH 43110

Diley Ridge Medical Center
P.O. Box 89415
Cleveland, OH 44101-6458

Diley Ridge Medical Center
P.O. Box 89415
Cleveland, OH 44101-6415

Dish Network
P.O. Box 7203
Pasadena, CA 91109-7303

Doctor's Anesthesia Services
c/o Choice Recovery
1550 Old Henderson Road, Suite 5100
Columbus, OH 43220

Eagle Loan
1940 Baltimore Reynoldsburg Road
Reynoldsburg, OH 43068

Emergency Services, Inc.
P.O. Box 932888
Cleveland, OH 44193-0025

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Federal Loan Service
P.O. Box 60610
Harrisburg, PA 17106

Federal Loan Servicing Credit
P.O. Box 60610
Harrisburg, PA 17106

Fingerhut
P.O. Box 166
Newark, NJ 07101

First Access
P.O. Box 5220
Sioux Falls, SD 57117-5220

First Access
P.O. Box 89028
Sioux Falls, SD 57109-9028

Friendly Finance
6340 Security Blvd., Suite 200
Gwynn Oak, MD 21207

Genesis FS Card Services
P.O. Box 4477
Beaverton, OR 97076-4477

Global Connections
5320 College Blvd.
Leawood, KS 66211

GM Financial
P.O. Box 78143
Phoenix, AZ 85062-8143

Huntington National Bank
c/o Weltman, Weinberg & Reis LPA
323 W. Lakeside Avenue, Suite 200
Cleveland, OH 44113-1009

Huntington National Bank
Special Collections Dept.
P.O. Box 1558
Columbus, OH 43216

IRS
Bankruptcy Collections
550 Main Street, Room 3525
Cincinnati, OH 45202

Isaac, Wiles, Burkholder & Teeter, LLC
Two Miranova Place, Suite 700

MANDATORY FORM PLAN (Revised 01/22/2018)

Columbus, OH 43215

Mask Anesthesia
c/o Choice Recovery
1550 Old Henderson Road, Suite 5100
Columbus, OH 43220

Mid Ohio
c/o Midwest Recovery Systems
2745 W. Clay Street, Suite A
Saint Charles, MO 63301

Nationwide Children's Behavioral Health
Dept. 781625
Detroit, MI 48278-1625

Nationwide Insurance
c/o Credit Collection Services
725 Canton Street
Norwood, MA 02062

Ohio Attorney General
c/o Arcadia Recovery Bureau
855 Grandview Avenue, Suite 230
Columbus, OH 43215

Ohio Health
P.O. Box 183221
Columbus, OH 43218-3221

Ohio Health
P.O. Box 7527
Dublin, OH 43016

OSU
Patient Financial Services
660 Ackerman Road, P.O. Box 183102
Columbus, OH 43218

OSU Physicians
c/o Scheer, Green & Burke, Co. LPA
1 Seagate, Suite 640
Toledo, OH 43604

Pathology Labs
1946 N. High Street, Suite 301
Toledo, OH 43604

Pickering Surgery Center
1030 Refugee Road, Suite 160
Pickerington, OH 43147

Pickerington Family Dental

MANDATORY FORM PLAN (Revised 01/22/2018)

164 Clint Drive
Pickerington, OH 43147

Pickerington Surgical Center
1030 Refugee Road, Suite 160
Pickerington, OH 43147

Premier Allergy
c/o Keybridge Medical Revenue
2244 Baton Rouge
Lima, OH 45805

Prestige Financial
351 W. Opportunity Way
Draper, UT 84020

Progressive Direct Insurance
c/o Receivable Management SE
240 Emery Street
Bethlehem, PA 18015

Progressive Insurance Company
c/o Credit Collection Service
P.O. Box 607
Norwood, MA 02062

Purchasing Power, LLC
1349 West Peachtree Street Northwest #11
Atlanta, GA 30309

Snap Finance
1415 28th Street, Suite 325
West Des Moines, IA 50266

South Central Power Company
P.O. Box 182058
Columbus, OH 43218-2058

T-Mobile
P.O. Box 53410
Bellevue, WA 98015-3410

Taylor Station Surgical
c/o PCB
5500 New Albany Road, Suite 200
New Albany, OH 43054

TBOM/ Total Card
5109 S. Broadband Lane
Sioux Falls, SD 57108

The Bank of Missouri
5109 S. Broadband Lane

MANDATORY FORM PLAN (Revised 01/22/2018)

Sioux Falls, SD 57108

The General Insurance Co.
c/o Credit Collection Service
725 Canton Street
Norwood, MA 02062

Time Warner Collections
1015 Olentangy Road
Columbus, OH 43212

Trexis Insurance
c/o IC System Inc.
P.O. Box 64378
Saint Paul, MN 55164

US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Venmo/Paypal
2211 N. 1st Street
San Jose, CA 95131

Victoria Financial Insurance
6263 Poplar Avenue, Suite 910
Memphis, TN 38119

Vinton County National Bank
112 W. Main Street
P.O. Box 460
OH 45151

WOW Internet & Cable
c/o Credit Management
P.O. Box 118288
Carrollton, TX 75011-8288

and (iii) by method of service as required by Bankruptcy Rule 7004 (specify method)

[Name(s) and Mailing Address(s)]

/s/ Robin S. Stith

Robin S. Stith, Esq

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